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STATE OF TEXAS §
§
COUNTY OF TARRANT §

AMENDMENT OF OIL AND GAS LEASE

This Amendment of Oil and Gas Lease ("Amendment") is entered into by and between the Trailer Park Royalty Company LLC ("Lessor"), and XTO Energy Inc., a Delaware Corporation ("Lessee"), whose address is 810 Houston Street, Fort Worth, Texas 76102.

WHEREAS, Lessor and Lessee entered into that certain Oil and Gas Lease dated June 12, 2008 and recorded as Document Number D208230114 of the Official Public Records of Tarrant County, Texas (the "Lease"), covering 31.8 acres, more or less, located in Tarrant County, Texas, and being more fully described in the Lease, and

WHEREAS, Lessor and Lessee desire to amend the Lease as set forth herein.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Paragraph 5 is deleted in its entirety and replaced with the following provision:

"5.

Pooling. Lessee shall have the right but not the obligation to pool all of the Leased Premises or interests therein with any other lands or interests, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Leased Premises, whether or not similar pooling authority exists with respect to such other lands or interests; provided, however, that the entire Leased Premises covered by this Lease, shall be included in any single unit created pursuant to the pooling authority granted herein.

The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%) and for a gas well or a horizontal completion shall not exceed six hundred forty (640) acres plus a maximum acreage tolerance of ten percent (10%). For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment and "horizontal completion" means a well in which the horizontal component of the gross interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling which may be retroactive to first production. Production, drilling or reworking operations anywhere on a unit which includes the Leased Premises shall be treated as if it were production, drilling or reworking operations on the Leased Premises. There shall be allocated to the Leased Premises included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit which the total number of net acres of the Leased Premises covered by this Lease and included in the unit bears to the total number of surface acres included in the unit.

Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, but in no event shall it exceed the number of acres permitted above. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. This Lease is not intended to be a community lease, and pooling hereunder shall not constitute a cross-conveyance of interests.

Except as amended by this Amendment of Oil and Gas Lease, the Lease is and remains in full force and effect as originally written.

IN WITNESS WHEREOF, this instrument is executed and made effective as of the date set forth in the acknowledgment of Lessor below.

Lessor:

Trailer Park Royalty Company LLC

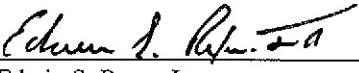
By:


Hollis R. Sullivan

Lessee:

XTO Energy Inc.

By:


Edwin S. Ryan, Jr.,

Senior Vice President—Land Administration

ACKNOWLEDGMENT

STATE OF TEXAS

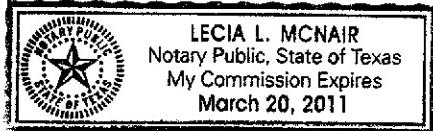
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COUNTY OF TARRANT §

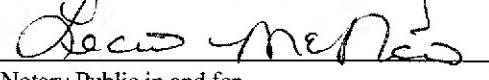
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This instrument was acknowledged before me on the 14 day of May, 2010 by Hollis R. Sullivan.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of May, 2010.



My Commission Expires


Lecia L. McNair

Notary's Printed Name

ACKNOWLEDGMENT

STATE OF TEXAS

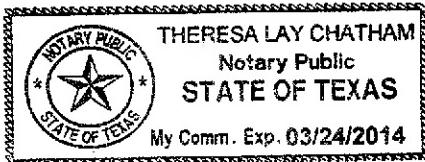
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COUNTY OF TARRANT §

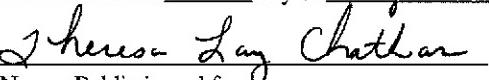
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This instrument was acknowledged before me on the 17th day of May, 2010 by Edwin S. Ryan, Jr., Senior Vice-President—Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of May, 2010.



My Commission Expires 3-24-2014


Theresa Lay Chatham

Notary Public in and for
The State of Texas

Notary's Printed Name: Theresa Lay Chatham